

Guy B. Wallace (SBN 176151)  
gwallace@schneiderwallace.com  
Mark T. Johnson (SBN 76904)  
mjohnson@schneiderwallace.com  
SCHNEIDER WALLACE  
COTTRELL KONECKY LLP  
2000 Powell Street, Suite 1400  
Emeryville, CA 94608  
(415) 421-7100; (415) 421-7105 (Fax)

Linda M. Dardarian (SBN 131001)  
ldardarian@gbdhlegal.com  
Andrew P. Lee (SBN 245903)  
alee@gbdhlegal.com  
Katharine L. Fisher (SBN 305413)  
kfisher@gbdhlegal.com  
GOLDSTEIN, BORGES, DARDARIAN & HO  
155 Grand Avenue, Suite 900  
Oakland, CA 94612  
(510) 763-9800; (510) 835-1417 (Fax)

Adam B. Wolf (SBN 215914)  
awolf@peifferwolf.com  
Catherine Cabalo (SBN 248198)  
ccabalo@peifferwolf.com  
PEIFFER WOLF CARR KANE CONWAY & WISE  
4 Embarcadero Center, 14th Floor  
San Francisco, CA 94111  
(415) 766-3592; (415) 402-0058 (Fax)

*Attorneys for Plaintiffs and the Certified Classes*

**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**  
**SAN JOSE DIVISION**

ABDUL NEVAREZ and PRISCILLA NEVAREZ,  
on behalf of themselves and all others similarly  
situated, and SEBASTIAN DEFRANCESCO,

Plaintiffs,

vs.

FORTY NINERS FOOTBALL COMPANY, LLC,  
a Delaware limited liability company, et al.,

Defendants.

Case No.: 4:16-cv-07013-HSG

**STIPULATION OF DISMISSAL AND  
ORDER**

Dept: Courtroom 8  
Before: Hon. Haywood S. Gilliam

1       **THIS STIPULATION** is hereby entered into by and between Plaintiffs Abdul Nevarez,  
 2 Priscilla Nevarez, and Plaintiff Sebastian DeFrancesco on behalf of themselves and all others similarly  
 3 situated (collectively, “Plaintiffs”); Defendants Forty Niners Football Company LLC, Forty Niners SC  
 4 Stadium Company LLC, Forty Niners Stadium Management Company LLC (collectively, the “Forty  
 5 Niners”), the City of Santa Clara, and the Santa Clara Stadium Authority (collectively, “Santa Clara”);  
 6 and Third-Party Defendant Turner Devcon, Joint Venture (collectively, the “Parties”), by and through  
 7 their respective counsel of record, as follows:

8       **WHEREAS**, on July 23, 2020, the Court, the Honorable Lucy H. Koh presiding, issued an  
 9 order granting final approval of the Plaintiffs’ and Defendants’ settlement in this case (ECF No. 416,  
 10 “Final Approval Order”) in which the Court directed the Parties to implement the Settlement  
 11 Agreement (submitted at ECF No. 375-2) according to its terms and provisions;

12       **WHEREAS**, the Court’s Final Approval Order dismissed this Action “on the merits and with  
 13 prejudice as to the Released Claims, without fees or costs to any Party except as otherwise provided in  
 14 the Court’s Order on Plaintiffs’ Motion for Reasonable Attorneys’ Fees, Costs and Expenses, and the  
 15 Settlement Agreement,” *see* ECF No. 416 at 7:21-24 (paragraph 15);

16       **WHEREAS**, the Final Approval Order also provided that “[i]n accordance with the terms of  
 17 the Settlement Agreement, the Court shall maintain continuing jurisdiction over Plaintiffs, the Class  
 18 Members, Defendants, and the Settlement Agreement throughout the term of the Settlement  
 19 Agreement, for the purpose of supervising the implementation, enforcement, construction, and  
 20 interpretation of the Settlement Agreement and this Order, through the term of the Settlement  
 21 Agreement. In that regard, any challenges to the Settlement Agreement’s terms or implementation,  
 22 whether under state or federal law, shall be subject to the exclusive and continuing jurisdiction of this  
 23 Court.” *See id.* at 7:14-20 (paragraph 14);

24       **WHEREAS**, the Court entered judgment and ordered the case closed on July 23, 2020 (ECF  
 25 No. 417), but subsequently vacated the judgment in light of the pending third-party complaint filed by  
 26 Defendants against Third-Party Defendant Turner/Devcon, *see* ECF No. 420;

27       **WHEREAS**, the Court held a Case Management Conference on February 8, 2022;  
 28

1       **WHEREAS**, the Court directed the parties “to meet and confer to determine whether the case  
 2 can be closed while the parties implement the settlement agreement” and, if the Parties reach  
 3 agreement, to file by February 22, 2022 “a stipulated dismissal that clarifies that the Court retains  
 4 jurisdiction over any disputes arising out of the implementation of the settlement agreement” (ECF No.  
 5 473);

6       **WHEREAS**, Defendants and Third-Party Defendants entered into a settlement conditioned  
 7 upon said settlement being found in good faith.

8       **WHEREAS**, on February 10, 2022, this Court granted Third-Party Defendant’s motion for  
 9 good faith settlement determination;

10       **NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED** by and between the  
 11 undersigned that:

- 12       1. Pursuant to Federal Rules of Civil Procedure 23(e), the Court shall dismiss this case with  
 13 prejudice and close the case.
- 14       2. In accordance with the terms of the Settlement Agreement, the Court shall maintain continuing  
 15 jurisdiction over Plaintiffs, the Class Members, Defendants, and the Settlement Agreement  
 16 throughout the term of the Settlement Agreement, for the purpose of supervising the  
 17 implementation, enforcement, construction, and interpretation of the Settlement Agreement and  
 18 the Court’s Orders, through the term of the Settlement Agreement including, but not limited to,  
 19 entering orders pursuant to stipulation or considering any motions for modifications to the  
 20 Settlement Agreement including, but not limited to, modifications regarding deadlines for  
 21 completion of Defendants’ remediation efforts. In that regard, any challenges to the Settlement  
 22 Agreement’s terms or implementation, whether under state or federal law, shall be subject to  
 23 the exclusive and continuing jurisdiction of this Court.
- 24       3. The court further retains jurisdiction over the settlement between Defendants and Third-Party  
 25 Defendant for the sole purpose of enforcing said settlement if necessary.

26  
 27 **It is so stipulated.**  
 28

1 Dated: February 22, 2022

Respectfully submitted,

2 GOLDSTEIN, BORGEN, DARDARIAN & HO

3  
4 /s/ Andrew P. Lee

5 Andrew P. Lee

6 Attorneys for Plaintiffs and the Certified Classes

7 Dated: February 22, 2022

RANKIN, SHUEY, RANUCCI, MINTZ, LAMPASONA &  
8 REYNOLDS

9 /s/ Maria Lampasona

10 Maria Lampasona

11 Attorneys for Defendants

12 FORTY NINERS FOOTBALL COMPANY LLC, FORTY  
13 NINERS SC STADIUM COMPANY, LLC, FORTY  
14 NINERS STADIUM MANAGEMENT COMPANY, LLC,  
CITY OF SANTA CLARA, SANTA CLARA STADIUM  
AUTHORITY

15 Dated: February 22, 2022

O'HARA CREECH LLP

16 /s/ Randall C. Creech

17 Randall C. Creech

18 Attorneys for Third Party Defendant

19 TURNER/DEVCON, a JOINT VENTURE

20 **SIGNATURE ATTESTATION**

21 The e-filing attorney hereby attests that concurrence in the content of the document and  
22 authorization to file the document has been obtained from each of the other signatories indicated by a  
23 conformed signature (/s/) within this e-file document.  
24

25 Dated: February 22, 2022

/s/ Andrew P. Lee

26 Andrew P. Lee

1 **PURSUANT TO STIPULATION, IT IS SO ORDERED.**

2 Dated: 2/23/2022



Hon. Haywood S. Gilliam, Jr.  
United States District Judge